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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/696,274

10/29/2003

Adam Hall

ICLS 1001-3

6481

34070

7590

12/23/2008

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EXAMINER

ALLEN, WILLIAM J

ART UNIT

PAPER NUMBER

3625

MAIL DATE

DELIVERY MODE

12/23/2008

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/696,274	Applicant(s) HALL ET AL.	
	Examiner WILLIAM J. ALLEN	Art Unit 3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 14 September 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 17-32 and 34-36 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 17-32 and 34-36 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

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DETAILED ACTION

Prosecution History Summary

Claims 1-16 and 33 have been canceled.

Claims 17-32 and 34-36

Response to Arguments

Applicant's arguments have been considered but are moot in view of the new ground(s) of rejection. Applicant's amendments necessitated the new grounds of rejection.

In addition, the Examiner notes that the recitation of "transferring ownership via a deed" has not been given patentable weight because the recitation occurs in the preamble. A preamble is generally not accorded any patentable weight where it merely recites the purpose of a process or the intended use of a structure, and where the body of the claim does not depend on the preamble for completeness but, instead, the process steps or structural limitations are able to stand alone. See *In re Hirao*, 535 F.2d 67, 190 USPQ 15 (CCPA 1976) and *Kropa v. Robie*, 187 F.2d 150, 152, 88 USPQ 478, 481 (CCPA 1951). In the instant case, the recitation of the term deed only appears in the preamble of the claim and does not have a tie to the body of the claim.

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Potential Allowable Subject Matter

The Examiner notes that claim 23 recites subject matter that may result in allowance if claim 23 were rewritten in independent form to include all of the limitation of intervening claims. More specifically, if claim 23 were amended to positively recite the system's ability to classify the closing conditions into active and passive categories then rewritten as noted above, such an amendment may result in favorable action pending review by the Examiner.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

1. Claims 17, 19-32, and 34-36 are rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman (US 20040054606) in view of Walker et al. (US 5794207 A) in view of Mini et al. (US 6684196 B1) and further in view of Ryan et al. (US 6684189 B1).

Regarding claim 17, Broerman teaches a closing system for closing a real estate transaction between a plurality of parties comprising:

a closing server adaptable to internet communications, wherein the closing server comprises (see at least: 0031, Fig. 1 and 3):

a closing database (see at least: 0091,), wherein the closing database comprises:

a closing module executed on the closing server (see at least: Fig. 6 (#'s 206 and 208), Fig. 9-10), wherein the closing module presents:

at least one selectable standard closing condition (see at least: 0010, 0051, 0057, 0063); Note: immutable/non-negotiable terms are analogous to standard conditions; and

at least one selectable custom closing condition (see at least: 0010, 0051, 0057, 0063); Note: mutable/negotiable terms are analogous to custom conditions;

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a title insurance module correlated with the closing database (see at least:

0053, claim 6, Fig. 1 #24); and

at least one computer processor having identity verifier logic and resources for verifying the identities of the plurality of parties (see at least: 0059-0061).

Though teaching all of the above, Broerman does not expressly teach *wherein the at least one selectable custom closing condition comprises a template of components to create one or more custom closing conditions*. Broerman also fails to teach where a title insurance module executed on the closing server presents:

a plurality of title insurance company identifying information;

a plurality of title insurance policies associated with the plurality of title insurance identifying information, wherein the plurality of title insurance policies each comprise a plurality of terms.

In the field of electronic negotiations, Walker teaches a system that utilizes binding/conditional purchase offers to effect purchases (see at least: abstract, col. 8 lines 42-56). More specifically, Walker teaches *wherein the at least one selectable custom closing condition comprises a template of components to create one or more custom closing conditions* (see at least: Fig. 5 and 18). In other words, the CPO of walker (analogous to the *custom closing condition*) has a template of components that are denotable to create the CPO (e.g. flight arrival, carrier, # of plane changes, etc.).

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It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Broerman to have included the features as taught by Walker because those in the art would have recognized applying the known technique of Walker would have yielded an improvement and was predictable. For example, applying the known technique of Walker would improve the system of Broerman by providing a more buyer-driven system that allows buyers to exercise more control over the terms and conditions of purchase contracts, thereby tailoring the CPO to each buyers needs (see at least: Walker, col. 1 line 66-col. 2 line 2, col. 16 lines 26-28).

As noted above, Broerman additionally fails to teach where a title insurance module executed on the closing server presents:

a plurality of title insurance company identifying information;
a plurality of title insurance policies associated with the plurality of title
insurance identifying information, wherein the plurality of title insurance policies
each comprise a plurality of terms.

In the same field of endeavor, Mini teaches a method and apparatus for facilitating a transaction corresponding to real property between a seller and a buyer via a network (see at least abstract). Of important note is the ability of a user to select a title insurance company via the transaction manager (see at least: Fig. 7 (note: obtain title insurance), Fig. 22(note: other services)). Once an offer is accepted, a buyer then accesses the services area of the system web site to choose a provider for title services form amongst a variety of providers (see at least: col. 14 lines 9-13).

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The Examiner notes that, because the title insurance company is provided for selection to the user, there must be some identifying information to denoting the provider being chosen by the user. Thereby, Mini effectively teaches *a title insurance module* that presents *a plurality of title insurance company identifying information*.

It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Broerman to have included such features as taught by Mini in order to provide an online, streamlined alternative that allows buyers and sellers to efficiently initiate, engage in, and consummate real estate transactions (see at least: Mini, col. 2 lines 26-29).

Though the combination of Broerman and Mini effectively teaches *a title insurance module correlated to a closing database* that presents *a plurality of title insurance company identifying information*, the combination lacks where *a plurality of title insurance policies associated with the plurality of title insurance identifying information, wherein the plurality of title insurance policies each comprise a plurality of terms* is presented. Such features, however, would have been obvious to one of ordinary skill in the art because the incorporation of such features is recognized as part of the ordinary capabilities of one skilled in the art. In other words, it is old and well known in the art of insurance purchasing and procurement to display policy information of potential insurance policies to allow users to effectively select the policy that best suits their needs.

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For example, in the same field of endeavor, Ryan teaches a computer system and method for transmitting insurance premium quotes as part of a mortgage calculation (see at least: col. 1 lines 40-43). Specifically speaking, Ryan teaches an insurance module that *presents a plurality of insurance company identifiers* (see at least: Fig. 20-21) as well as *presenting a plurality of insurance policies associated with the plurality of title insurance identifying information, wherein the plurality of title insurance policies each comprise a plurality of terms* (see at least: Fig. 21, 28I-J, 29I-I). The Examiner notes that current rate, guaranteed rate, underwriting type, surrender cost, and the like constitute “terms” of the policy.

It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Broerman in view of Mini to have included the features as taught by Ryan because those in the art would have recognized applying the known technique of Ryan would have yielded an improvement and was predictable. For example, applying the known technique of Ryan would improve the system of Broerman and Mini by allowing users to effectively select the policy that best suits their needs based on the policy terms.

Regarding claims 19-22, Broerman in view of Walker in view of Mini in further view of Ryan teaches:

(19) *wherein the identity-verifier logic and resources for verifying the identities of the plurality of parties further comprises logic and resources for associating an electronic signature of each of the plurality of parties with closing the real estate transaction* (see at least: Broerman, 0042).

(20) *at least one internet browser client, wherein the at least one internet browser client is adaptable to internet connecting with the closing server, wherein the at least one browser client comprises means for selecting at least one of the plurality of selectable standard closing conditions* (see at least: Broerman, 0010, 0042, 0051, 0063, 0076, Figures 5B and 10).

(21) *wherein each of the plurality of selectable closing conditions further comprises a plurality of closing components* (see at least: Walker, Fig. 5, col. 16 lines 46-49, col. 22 lines 52-60, Fig. 18).

(22) *wherein each of the plurality of closing components comprises at least one deadline* (see at least: Walker, Fig. 5 #540, col. 16 lines 46-49, col. 22 lines 54-57);

at least one identity of the plurality of parties authorized to approve or disapprove the closing condition before the at least one deadline expires (see at least: Walker, col. 8 lines 52-53, col. 22 lines 54-57, Fig. 5 and 18).

Examiner Note regarding claims 21-22: the buyer selects appropriate carriers (i.e. *parties authorized to approve/disapprove*) when creating the CPO. On the other hand, the seller utilizes the buyer ID (see Fig. 5 #560) to indicate the ID of *a party authorized to approve/disapprove* the counter offer.

Regarding claim 23, as written, claim 23 merely recites where the closing components include a classification of active or passive. Such information does not move to distinguish the claimed invention from the prior art as merely the classification merely represents information regarding the components that has been stored. As such, this information is considered non-functional descriptive material as it fails to provide any functional relation to the claimed system.

Regarding 24-25, Broerman in view of Walker in view of Mini in further view of Ryan teaches:

(24) *at least one internet browser client, wherein the at least one internet browser client is adaptable to internet connecting with the closing server, wherein at least one browser client comprise means for selecting at least one of the plurality of selectable closing components* (see at least: Broerman, 0059; Mini, Fig. 1 and 22-23).

(25) *an internet connection with at least one title insurance company associated with at least one title insurance company associated with at least of one of the plurality of title insurance company information* (see at least: Broerman, abstract, 0053, claim 6, Fig. 1 #24; Mini, Fig. 1 and 22-23; Ryan, Fig. 20-21).

Regarding claims 26-27, the combination of Broerman, Walker, Mini, and Ryan teach *a lender financial module, wherein the lender financial module comprises at least one financial lender identifier, and a plurality of standard lender conditions associated with the at least one financial lender identifier and further associated with closing the real estate transaction* (see at

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least: Broerman, abstract, Fig. 6 #226, 0053, 0070; Mini, col. 9 lines 53-57, Fig. 12 and 22; Ryan, Fig. 14-16 and 28A-28D).

In addition, the Examiner notes that the lender financial module, financial lender identifier, lender conditions, and the like merely represent data contained in the database and do not have a functional relationship to the system claimed. Thereby, such recitations do not move to distinguish the claimed invention from the cited art as they amount to non-functional descriptive material.

Similarly, **regarding claim 27**, claim 27 merely recites that the standard lender conditions comprise various types of conditions. Here again, the types of conditions merely represent the type of condition (i.e. data regarding the condition itself). Thereby, such limitations constitute non-functional descriptive material and do not move to distinguish the claimed invention from the cited art.

Regarding claim 28, Broerman in view of Walker in view of Mini in further view of Ryan teaches *an internet connection with at least one financial lender associated with the at least one financial lender identifier* (see at least: Broerman, abstract, 0053, claim 6, Fig. 1 #24; Mini, Fig. 1 and 22-23; Ryan, Fig. 20-21).

Regarding claims 29-32, these claims are constructed similarly to claim 27 and recite where standard closing conditions comprise at least one title insurance condition and information concerning the types of title insurance conditions. As such, the limitations merely represent data concerning the type of conditions and do not functionally interrelate to the system. Thereby, such

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recitations represent non-functional descriptive material and do not move to distinguish the claimed invention from the cited prior art.

Regarding claims 34 and 36, these claims are structured similarly to claims 26-27, and 29-32. For at least similar reasons, such claim recitations represent non-functional descriptive material and do not move to distinguish the claimed invention from the prior art.

Regarding claim 35, the combination teaches *an internet connection with at least one authorized agent associated with the at least one authorized agent identifier* (see at least: Broerman, 0060, Fig. 5; Mini, col. 6 lines 5—64, col. 9 lines 22-28, Fig. 22; Ryan, col. 29 lines 32-34).

2. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman in view of Walker in view of Mini in view of Ryan as applied above and further in view of Davis (US 6219423).

Regarding claim 18, the combination of Broerman, Walker, Mini, and Ryan teaches all of the above but does not expressly teach using encryption technology for identity verification. In the same field of endeavor, Davis also teaches at least on computer processor having identity verifier logic and resources for verifying the identities of the plurality of parties (see at least: abstract, col. 2 line 54-col. 3 line 32, col. 5 lines 45-65, Fig. 4-5 and 10). Moreover, Davis teaches *wherein the verifier logic and resources for verifying the identities of the plurality of parties further comprises encryption logic and resources for verifying the identities of the plurality of parties* (see at least: Davis, abstract, col. 2 line 54-col. 3 line 32, col. 5 lines 45-65, Fig. 4-5 and 10). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the combination above to have included such features as taught by Davis in order to provide a system for digitally signing a digital agreement in a manner which precludes fraudulent withholding of the fully signed digital agreement and thereby reduces the risk associated with execution of digital agreements (see at least: col. 4 lines 1-4 and 60-65).

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to WILLIAM J. ALLEN whose telephone number is (571)272-1443. The examiner can normally be reached on 8:00 AM to 5:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeff A. Smith can be reached on (571) 272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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